



## LAST CHANCE AGREEMENT

THIS AGREEMENT IS MADE ON April 8, 2016

BETWEEN THE FOLLOWING:

Kent State University  
Employer

and

Colin Miller  
Employee

(Collectively called 'the Parties')

By entering into this "Last Chance Agreement", Mr. Colin Miller ("Mr. Miller") waives all further remedies, all rights to further administrative processing and all rights to file formal action in connection with this Agreement.

The Parties mutually agree to establish this "Last Chance Agreement" in lieu of termination of Colin Miller's employment as a Senior Fiscal Manager in the Department of Cash Management and Financial Reporting. This Last Chance Agreement grants Mr. Miller a chance to demonstrate his ability to be a successful employee and is an opportunity for him continued employment.

This Last Chance Agreement memorializes the terms of the Agreement in the matter captioned herein below.

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Information gathered during an investigation conducted by the Equal Opportunity Affirmative Action Coordinator, Pamela Fitzgerald, found that Mr. Miller acted in violation of 3342-5-16.2, Administrative policy regarding complaints of unlawful gender discrimination, gender/sexual harassment, sexual misconduct, stalking, and intimate partner violence, toward a fellow coworker.

### Terms of Agreement are as follows:

1. Mr. Colin Miller will sign and agree to the terms of this Last Chance.
2. Mr. Colin Miller will serve the ten-day unpaid suspension.
3. Mr. Colin Miller will comply with the Improvement Plan.
4. Mr. Colin Miller will attend Mandatory Management Referral; **IMPACT EAP** and Work/Life Program.
5. The Last Chance does not expire.

Mr. Colin Miller understands and agrees that this Last Chance Agreement is a disciplinary action and is being taken in lieu of termination based upon the reasons set forth above in items one through three (1 - 4). Additionally, Mr. Miller understands and agrees that this action shall not be appealable

any board or commission of the employer including but not limited to any state or federal board, commission and/or court action.

**Improvement Plan:** *improved performance must be immediate and sustained*

Mr. Colin Miller understands and willfully agrees to:

1. Complete the web course entitled "Title IX: Recognize and Report Sexual Misconduct";
2. Comply with directives provided by supervision;
3. Comply with all University Policies and procedures;
4. Adhere to the University's policies and procedures regarding equal opportunity, non-discrimination and sexual harassment.
5. Accept and complete the ten-day unpaid suspension. Mr. Colin Miller's current work schedule is Monday through Friday. Mr. Colin Miller's suspension will occur on ~~Monday, May 2, 2016 through Friday, May 13, 2016.~~ April 29, May 6, May 13, May 20, May 23-27 & June 3, 2016.
6. Your suspension will begin at the start of your regularly scheduled day and will conclude at the end of your regularly scheduled day;
7. Accept and successfully complete the Management Referral to **IMPACT** EAP and Work/Life Program – The University's Employee Assistance Program. Mr. Miller will actively participate in the **IMPACT** EAP treatment plan and understands that it is his responsibility to schedule and attend all meetings and to comply with any specified treatment recommendations. Initial contact with Lisa Kirby of **IMPACT** EAP must be made by Mr. Miller, on or before 4:00 pm, Monday, April 11, 2016 (1-800-227-6007).

Please note that:

- a. All involvement with **IMPACT** EAP is strictly confidential and will help Mr. Miller to address unprofessional, inappropriate and unacceptable workplace conduct.
  - b. Failure to schedule or attend an **IMPACT** EAP meeting according to the schedule set by the EAP representative (if such program is required), without acceptable proof to the employer and **IMPACT** EAP representative that an emergency prevented such action, is terms for immediate termination.
  - c. Normal disciplinary processes remain in effect during this period.
8. Pay for all required EAP Program sessions that extend beyond the contracted allotment between Kent State University and **IMPACT** EAP (six (6) sessions).
  9. If Mr. Miller is found to have violated policy 3342-5-16.2 again in the future, his employment with Kent State University shall be terminated immediately.

### **Cause for Immediate Termination**

Mr. Miller understands and agrees that immediate termination from his position will occur for violation of any of the above provisions or for occurrence of any one of the following instances:

- Failure to sign all relevant documents;
  - Failure to comply with this Terms of Agreement;
  - Failure to comply with the Improvement Plan;
  - Failure to make initial contact with the EAP representative as outlined in the IMPACT Referral Notice;
  - Failure to schedule or attend an EAP meeting or a single counseling or support program session according to the schedule set by the EAP counselor. Exception: by providing acceptable proof, to the appropriate EAP representative and the Kent State University Employee Relations Manager, of an emergency preventing such attendance;
  - Failure to provide waivers/documentation concerning the EAP/counseling programs.
1. This "Last Chance Agreement" applies only to Mr. Miller and shall not be construed as being precedent-setting for the purposes of subsequent violations by any other employee.
  2. Through the consideration found in this agreement, Mr. Miller agrees to waive any and all appeals including but not limited to State of Ohio Personnel Board of Review, Ohio Civil Rights Commission, the Equal Employment Opportunity Commission, grievances/arbitrations, and/or State or Federal Court action on issues which have been raised or which could have been raised in connection with the disciplinary action, EAP Requirements, this Agreement or any other action taken by Kent State University as a result of the employee's violation of the terms of this Agreement.
  3. Normal disciplinary processes remain in effect and it is the expectation of the University that Mr. Miller will be in full compliance with relevant policies and departmental processes.
  4. Retaliation against persons who file complaints or cooperated with the investigation of this matter is a violation of University policy as well as the law, and is strictly prohibited. Overt or covert acts of reprisal, interference, restraint, penalty or intimidation against any person for exercising rights will be subject to appropriate and prompt disciplinary and remedial action.
  5. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
  6. Mr. Miller acknowledges that the University has given him an opportunity to review the basis for this disciplinary action and terms of this Agreement with an advisor, legal or otherwise, prior to signing this Agreement.

7. Mr. Miller understands that should he refuse to agree with, and follow, the terms of this Agreement, he will be terminated consistent with University Policy 3342-6-05.

By entering into this agreement, Mr. Miller acknowledges that he has fully read, understands and considered each of the provisions of the entire agreement and does voluntarily enter into this agreement with full knowledge of the consequences and attest that the signatures below were in no way coerced by any party.

Mr. Miller understands that immediately following the execution of this agreement it may not be revoked and the agreement will become effective and enforceable once signed.

In Witness whereof, the parties hereto set their hand.

  
Colin Miller, Senior Fiscal Manager

4-8-16  
Date

  
Jeannie Reifsnyder, Senior Associate Vice President

4/8/16  
Date

  
Karen Watson, Labor Relations & Workforce Manager

4/8/16  
Date